

Exhibit 11

Kaplan v. First Hartford

3/21/2005

Stuart Green

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

RICHARD E. KAPLAN,)
 Plaintiff,)
)
 vs)
)
FIRST HARTFORD CORPORATION,) 04-10402-NMG
 Defendant.)

Deposition of: STUART I. GREENWALD

Taken before Tina M. Davis, Stenographer and
Notary Public in and for the State of Connecticut,
pursuant to notice, at the offices
of ROBINSON & COLE, 280 Trumbull Street, Hartford,
Connecticut, on Monday, March 21, 2005 scheduled to
commence at approximately 10:00 a.m.

Tina M. Davis, LSR
License No. 00221
Brandon Smith Reporting Service
44 Capitol Avenue
Hartford, CT 06106
(860) 549-1850

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1 First Hartford Corporation and the
2 Hartford Lubbock Shopping Center?

3 A. The basic terms are a 4 percent management fee.

4 Q. Who pays that?

5 A. Hartford Lubbock.

6 Q. What is Hartford Lubbock, as you referred to it?
7 What is it?

8 A. Well, it's the Hartford Lubbock, Limited
9 Partnership.

10 Q. Have you seen a partnership agreement relating to
11 the Hartford Lubbock, Limited Partnership?

12 A. Yes.

13 Q. So you know that exists?

14 A. Yes, it does.

15 Q. Who are the partners?

16 MR. NOLAN: Why does that make any
17 difference? I'm going to instruct him not to answer.
18 That does not have anything to do with this litigation.
19 You know Mr. Ellis is.

20 MR. KENNA: We've got statements made in the
21 proxy materials about the Hartford Lubbock, LP, Limited
22 Partnership in which Journal Publishing Company, Inc.
23 owns 99 percent of the property. I am asking questions
24 relating to that.

25 MR. NOLAN: What's the question?

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1 MR. KENNA: I asked who were the partners of
2 the limited partnership.

3 MR. NOLAN: You know that.

4 MR. KENNA: I haven't seen the partnership
5 agreement. It should have been produced to us.

6 MR. NOLAN: I don't think so.

7 MR. KENNA: Oh, absolutely.

8 MR. NOLAN: Under what theory?

9 MR. KENNA: Absolutely.

10 MR. NOLAN: Under what theory?

11 MR. KENNA: Because we asked for documents
12 relating to the transaction.

13 MR. NOLAN: You didn't ask Hartford Lubbock
14 for any documents.

15 MR. KENNA: I asked if they have a copy of
16 the partnership agreement.

17 MR. NOLAN: No, no. Don't say they. You're
18 pointing again, and it's really unpleasant. It's not a
19 nice thing to do.

20 MR. KENNA: I asked him if he's seen a
21 document. He knows it exists.

22 MR. NOLAN: So what?

23 MR. KENNA: Well --

24 MR. NOLAN: This is a deposition --

25 MR. KENNA: Is it in --

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1 MR. NOLAN: Let me finish my statement.

2 This is a deposition of the First Hartford Corporation.

3 That is not a document that the

4 First Hartford Corporation has or is within its power.

5 The fact that this gentleman may have seen it is beside

6 the point. You haven't established that First Hartford,

7 A, has a copy of it.

8 BY MR. KENNA:

9 Q. Does it?

10 A. A copy exists.

11 Q. And you have it; right?

12 MR. NOLAN: Not you. First Hartford
13 Corporation.

14 MR. KENNA: I mean First Hartford
15 Corporation.

16 A. A copy exists in our office.

17 MR. KENNA: It exists in the office of
18 First Hartford Corporation.

19 MR. NOLAN: So what? That is also the
20 office of a lot of other entities.

21 MR. KENNA: Well, possession, custody, or
22 control.

23 BY MR. KENNA:

24 Q. You could get a copy of that partnership
25 agreement --

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1 A. Absolutely.

2 Q. -- couldn't you, Mr. Greenwald?

3 A. Absolutely.

4 Q. And you could produce it for us?

5 A. Yes, I could.

6 Q. Is it correct, as far as you know, that

7 Hartford Lubbock is a limited partnership of which

8 Journal Publishing Company, Inc. owns 99 percent of the

9 partnership interest?

10 A. It owns 99 percent of a partnership. It's set up

11 between two corporations. In effect, they own 98 and a

12 fraction percent.

13 Q. What's the name of the other corporation?

14 MR. NOLAN: Unless it's

15 First Hartford Corporation, don't answer the question.

16 A. I'm not sure who the general partner is.

17 BY MR. KENNA:

18 Q. Let me go back to Exhibit 2, the proxy materials.

19 A. Okay.

20 Q. Page 8 again. Now, the second paragraph at the

21 top of page 8 on the proxy materials starts out,

22 "Several loans which were obtained by Mr. and Mrs. Ellis

23 for the benefit of First Hartford are to be repaid by

24 First Hartford. These loans do not require interest

25 payments." Did I read that correct ly?

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1 A. No.

2 Q. All right.

3 MR. KENNA: Why don't we take a couple
4 minutes.

5

6 (A brief recess was taken
7 from 2:59 p.m. to 3:05 p.m.)

8

9 DIRECT EXAMINATION (cont.)

10

11 BY MR. KENNA:

12 Q. Let's look at Exhibit 13. Now, Exhibit 13 is the
13 proxy materials relating to the meeting of the
14 shareholders that was held on February 24, 2005;
15 correct?

16 A. Yes.

17 Q. I'm looking for a specific section of this that
18 talks about loans before 2001. It's on page -- do you
19 notice up on the top on the right-hand corner it has
20 page blank of blank. It will be 22 of 33.

21 A. Uh-huh.

22 Q. Do you have that?

23 A. Yes.

24 Q. Down toward the middle of the paragraph it says,
25 "Prior to 2001 several additional loans were obtained by

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1 Journal Publishing Company, Inc., a corporation that is
2 wholly owned by Mr. Ellis and his wife, for the benefit
3 of First Hartford and are to be repaid by
4 First Hartford."

5 A. Where -- oh, the second full paragraph?

6 Q. Yes.

7 A. Oh, I'm sorry.

8 Q. "These loans do not require interest payments.
9 The current balance of these loans as of
10 December 31, 2004 was \$1,156,177."

11 Does First Hartford Corporation have any
12 documentation of the loans that are referred to in this
13 paragraph?

14 MR. NOLAN: Well, this is the 2000 --

15 MR. KENNA: Right. But we're talking about
16 prior to 2001.

17 MR. NOLAN: So what?

18 MR. KENNA: Well, it's relevant.

19 MR. NOLAN: I don't see it as relevant.

20 MR. KENNA: It's absolutely --

21 MR. NOLAN: No. What does it have to do
22 with your complaint?

23 MR. KENNA: It has everything to do with my
24 complaint, because it's in the same time period.

25 MR. NOLAN: What's in the same time period?

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1 MR. KENNA: It says, "Prior to 2001 several
2 additional loans." That's what I'm talking about.

3 MR. NOLAN: Is this any different than what
4 you just spent 15 minutes talking about?

5 MR. KENNA: Well, I'm trying to find out.

6 MR. NOLAN: Why don't you ask him that?

7 MR. KENNA: I'm trying to find out. That's
8 what I'm asking him.

9 MR. NOLAN: You can answer that question.

10 A. They're talking about the same loans.

11 BY MR. KENNA:

12 Q. The same loans I asked you about previously --

13 A. Correct.

14 Q. -- in connection with the proxy materials for the
15 2004 shareholders meeting?

16 A. Correct.

17 Q. All right. Is your answer the same, there's no
18 documentation in terms of promissory notes relating to
19 these loans?

20 MR. NOLAN: Come on.

21 BY MR. KENNA:

22 Q. Is there or isn't there?

23 A. My answer would be the same as before. We did
24 not find any promissory notes.

25 Q. As it goes on down further it talks about -- it

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1 mentions Hartford Lubbock, LP, limited partnership.

2 A. Uh-huh.

3 Q. Journal Publishing Company owns 99 percent of the
4 partnership interest in that --

5 A. That's what it says.

6 Q. "For management fees incurred during fiscal years
7 2002 and 2003." Are there any management fee contracts
8 that you're aware of relating to management fees that
9 were incurred?

10 A. You asked that question before.

11 MR. NOLAN: You've already asked this
12 question. Now you're trying to do discovery on your
13 next lawsuit.

14 MR. KENNA: No, I'm not. I'm not. This is
15 relating to the same period of time. It should have
16 been --

17 MR. NOLAN: You've already asked him the
18 question, Mr. Kenna. You asked him if there was a
19 written management agreement, and

20 MR. KENNA: This material --

21 MR. NOLAN: Let me finish.

22 That was about ten minutes ago. It didn't
23 materialize. You didn't limit your question just to the
24 prior proxy statement. Proxy statements and material.
25 Either there was an agreement or there isn't. You asked

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1 him if there was, he said there wasn't. Let's move on.

2 You can't keep asking him the same questions.

3 MR. KENNA: I'm asking whether you have
4 documentation of the management fee contracts that are
5 specifically referred to here.

6 MR. NOLAN: You're talking about Exhibit 13.

7 MR. KENNA: Yes, Exhibit 13.

8 MR. NOLAN: He's not going to answer that
9 question. If you want to ask him about the prior proxy
10 statement, ask him again. He's not answering anymore
11 questions about Exhibit 13.

12 MR. KENNA: Listen. This says, "Management
13 fees incurred during fiscal years 2002 and 2003."

14 MR. NOLAN: I understand.

15 MR. KENNA: It's my contention that this
16 information should have been included in the prior proxy
17 materials.

18 MR. NOLAN: It was. You just spent
19 20 minutes asking him questions about that.

20 MR. KENNA: No.

21 MR. NOLAN: Yes.

22 MR. KENNA: No. I think this is a little
23 bit different.

24 MR. NOLAN: I don't think so.

25 MR. KENNA: I think it's a little bit

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1 different.

2 MR. NOLAN: I don't think so. We're not
3 going to be talking about this proxy statement.

4 A. Same thing.

5 BY MR. KENNA:

6 Q. Same thing? You do have management contracts; is
7 that correct?

8 A. I didn't say that before. Why would you --

9 MR. NOLAN: He didn't say that.

10 BY MR. KENNA:

11 Q. Do you or don't you?

12 A. I told you before I don't know.

13 Q. You don't know?

14 A. I don't know.

15 Q. All right. What about the \$670,000 owed to
16 First Hartford by MP16A Corporation?

17 A. Okay. MP --

18 MR. NOLAN: Wait a minute. That's not a
19 question, so I object to it.

20 BY MR. KENNA:

21 Q. Do you have documentation, does the company have
22 documentation relating to that transaction, \$670,000
23 owed to First Hartford by MP16a corporation?

24 A. That is a typo, first of all. It should be
25 MIP16A Corp. That's the company that holds

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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*****
RICHARD E. KAPLAN,          *
    Plaintiff,              *
                             *
v.                            * Civil Action No.
                             * 04-10402-NMG
FIRST HARTFORD CORPORATION, *
    Defendant.              *
*****
RICHARD E. KAPLAN,          *
    Plaintiff,              *
                             *
v.                            * Civil Action No.
                             * 05-10320-NMG
FIRST HARTFORD CORPORATION, *
    Defendant.              *
*****
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DEPOSITION OF STUART I. GREENWALD,
taken pursuant to the applicable provisions of the
Federal Rules of Civil Procedure, before Michelle
Kaczynski, a Registered Professional Reporter and
Notary Public in and for the Commonwealth of
Massachusetts, at the offices of Day, Berry & Howard
LLP, One International Place, 17th Floor, Boston,
Massachusetts, on Thursday, February 9, 2006, at 2:49
p.m.

KACZYNSKI REPORTING
72 CHANDLER STREET, SUITE 3
BOSTON, MASSACHUSETTS 02116
(617) 426-6060

1 Q. -- some statements about being turned down
2 because, with NASDAQ because of litigation by the
3 Kaplan family?

4 A. Correct.

5 Q. Do you recall that?

6 A. Yes.

7 Q. And do you recall Mr. Ellis directing
8 comments in the direction of Mr. Rothberg and the
9 Kaplans at that meeting that the company would be
10 reserving all their rights for damages with respect to
11 that?

12 A. Correct.

13 Q. I'm going to ask you to just jump a little
14 bit out of order, but I hope you'll bear with me.
15 Exhibit 23, which is the Form 10-K for First Hartford
16 Corporation for the fiscal year ended April 30, 2005,
17 ask you just to take a look at that document. What was
18 the exhibit again, 23?

19 A. Correct.

20 Q. Do you recognize that document, sir, as the
21 10-K for First Hartford Corporation for the fiscal year
22 ended April 30 of 2005?

23 MR. NOLAN: Are you representing that
24 it's something that someone in your office pulled off

1 the EDGAR computer --

2 MR. KENNA: Probably, yes.

3 Q. What's the date on the bottom of yours?

4 A. 8/25/05.

5 Q. 8/25/05, that's the one I have too.

6 MR. NOLAN: So yes, this is your
7 document, right?

8 MR. KENNA: That's right.

9 MR. NOLAN: Okay, so as long as you're
10 vouching for it --

11 MR. KENNA: Yes, once we got to the
12 point of --

13 MR. NOLAN: -- take your representation.

14 MR. KENNA: Okay. Well, I'm asking him,
15 I wanted him to look at it though because, you know --

16 MR. NOLAN: Well --

17 MR. KENNA: And I will point out that if
18 you really, you know, look hard at this thing and
19 really go over to the margins of a couple of these
20 pages on the right hand side, there might be some
21 numbers that, you know, didn't get printed out, but --

22 MR. NOLAN: Well, I mean, just flipping
23 through this, yes, yes --

24 MR. KENNA: Basically is that the --

1 MR. NOLAN: Just a minute. We're not
2 making an issue out of the copying job, right?

3 MR. KENNA: All right.

4 MR. NOLAN: Are we?

5 MR. KENNA: I hope not. I want to know
6 if his, if he recognizes this as the Form 10-K --

7 MR. NOLAN: For what --

8 MR. KENNA: -- First Hartford
9 Corporation, fiscal year ended April 30, 2005.

10 MR. NOLAN: It's a hundred and nine
11 pages long. I don't think it's fair for you to ask him
12 whether it's entirely accurate. If it's something that
13 was prepared by your office and you say it's what was
14 on the --

15 MR. KENNA: We didn't prepare it, sir.

16 MR. NOLAN: I understand, but you
17 printed it off, and I don't know what the operator of
18 your computer did or didn't do, and as long as you're
19 telling us that that's what you think it is, we can,
20 you can ask questions about it, but I don't, you
21 know --

22 MR. KENNA: I'm asking Mr. Greenwald,
23 okay, as the --

24 MR. NOLAN: -- all right, then I'm going

1 to object to it.

2 MR. KENNA: You can object; as the
3 designee of First Hartford Corporation to respond to
4 the notice of deposition and the matters for
5 examination that includes this document, I believe --

6 MR. NOLAN: And the question is is this
7 an accurate copy of the First Hartford 10-K?

8 Q. I'm asking if you recognize this document as
9 the Form 10-K of First Hartford Corporation for fiscal
10 year ended April 30 of 2005?

11 MR. NOLAN: Mr. Greenwald, look at
12 page nine, please.

13 THE WITNESS: I saw that, it's cut
14 off --

15 MR. NOLAN: Would you look at page --

16 THE WITNESS: Yes, it's cut off the
17 numbers --

18 MR. NOLAN: Look at it right now, it's
19 cut off.

20 THE WITNESS: Yes.

21 MR. NOLAN: Did you file when you
22 filed --

23 MR. KENNA: Wait, wait, but --

24 MR. NOLAN: Just a minute. When you

1 filed --

2 MR. KENNA: Look, look, look, no, Mr.

3 Nolan --

4 MR. NOLAN: No, Mr. Kenna --

5 MR. KENNA: No, Mr. Nolan --

6 MR. NOLAN: You don't want to act
7 reasonably, we will, we will take you up on it --

8 MR. KENNA: No, no, no, this is not me
9 acting unreasonably --

10 MR. NOLAN: It is.

11 MR. KENNA: -- this is you --

12 MR. NOLAN: It is.

13 MR. KENNA: -- jumping into this
14 deposition --

15 MR. NOLAN: No, no, it's not --

16 MR. KENNA: Mr. Greenwald is perfectly
17 qualified to stand up for himself and to answer these
18 questions. You can object, you can draw his attention
19 to anything you want to after I conclude my
20 questioning --

21 MR. NOLAN: Okay. We are now going to
22 take a break, and Mr. Greenwald is going to look at
23 every single page --

24 MR. KENNA: That's fine with me.

1 MR. NOLAN: And every single page --

2 MR. KENNA: If you think he needs to do
3 that --

4 MR. NOLAN: And every single page that's
5 got a cutoff or anything else, if that's the way you
6 want to do --

7 MR. KENNA: Fine, that's fine.

8 MR. NOLAN: Is that the way you want to
9 do business?

10 MR. KENNA: No, because I don't think we
11 need to do business that way --

12 MR. NOLAN: Then why won't you say --

13 MR. KENNA: Sounds like it's the way you
14 want to do business.

15 MR. NOLAN: No, why don't you say what
16 the document is --

17 MR. KENNA: Why don't you let your
18 witness, why don't you let him take a look at it,
19 satisfy yourself, I'll be back in a minute, and then
20 we'll --

21 MR. NOLAN: What are we -- no, wait a
22 minute. What are we supposed to satisfy ourself as to?

23 MR. KENNA: I want an answer to my
24 question --

1 MR. NOLAN: Your question --

2 MR. KENNA: -- and if he can't answer
3 it, then he doesn't have to answer it, all right?

4 MR. NOLAN: Well, he can answer it right
5 now, you don't have to leave. The answer is no, it's
6 not.

7 (Short break taken).

8 MR. KENNA: Are we calling the judge or
9 are we going to go ahead?

10 MR. NOLAN: No, answer your question.

11 Q. Sir?

12 A. With numbers cut off in there I can't attest
13 to the reliability of this document. A specific
14 question you want to ask, you may ask.

15 Q. For example, can you give me an example of a
16 number that's cut off that you're having a problem
17 with?

18 A. Well, in the --

19 MR. NOLAN: Answer the question. The
20 question was whether --

21 MR. KENNA: That's another question now,
22 this is another question.

23 THE WITNESS: Okay.

24 MR. KENNA: I will have more after this

1 one.

2 A. Okay, and the balance sheet, which is a
3 comparative document --

4 Q. Which page are you looking at, sir?

5 A. C 34 and 35.

6 Q. Go up to the top right hand corner where it
7 says page blank of blank.

8 A. 34 of 109.

9 Q. 34 of 109?

10 A. Correct.

11 Q. Thank you, and what's the problem with that
12 page?

13 A. The 2004 comparative is missing, the entire
14 column is missing.

15 Q. Okay.

16 A. It's missing on the next page.

17 MR. NOLAN: There's no question pending.

18 Q. Does the, does what is on that, what's on
19 that page, 34 of 109, where it's headed at the top,
20 First Hartford Corporation and subsidiaries
21 consolidated balance sheets, April 30, 2005 and 2004,
22 and then it has assets and it has the 2005 column, is
23 that accurate?

24 A. It's only the 2005 column, correct.

1 Q. Right. Does the 2005 column and the numbers
2 that appear in that column relate to First Hartford
3 Corporation and its subsidiaries?

4 A. I would, I would think so, but I obviously
5 haven't compared it, conformed it to anything.

6 Q. Okay. What else, what other problems did you
7 have --

8 MR. NOLAN: We're not going to play that
9 game, we're not going to play this game, Mr. Kenna.
10 You have had --

11 MR. KENNA: I'm trying to find out what
12 the problems are --

13 MR. NOLAN: -- I know, I know for a
14 fact, I know for a fact that you have the original
15 printed copies of the proxy statements.

16 MR. KENNA: This is what we have today,
17 this is what I'm dealing with --

18 MR. NOLAN: And you prepared it, and you
19 want to play a game with it, that's fine. It is not an
20 accurate document, and you want to ask him a specific
21 question, ask away and we'll see --

22 MR. KENNA: We can find out what's not
23 accurate about it.

24 MR. NOLAN: I don't think that that

1 serves any useful purpose.

2 MR. KENNA: Maybe you don't, but it's
3 because you raised it, all right?

4 MR. NOLAN: No, I didn't raise it, you
5 raised it. You walked in here with a document that you
6 admit is inaccurate.

7 MR. KENNA: I do not admit anything
8 about its accuracy or inaccuracy, I'm asking this
9 gentleman --

10 MR. NOLAN: You printed it.

11 MR. KENNA: I'm asking this gentleman,
12 he's the one who's on, who's being deposed, he's the
13 one that First Hartford Corporation put up and said,
14 Mr. Greenwald is the person who has, is going to
15 testify on behalf of the corporation with respect to
16 these documents, including FHC's Form 10-K for fiscal
17 year ended April 30, 2005, right --

18 MR. NOLAN: Right, that's exactly
19 correct, and we've now established that this a document
20 prepared by Choate, Hall & Stewart.

21 MR. KENNA: This document was not
22 prepared by Choate, Hall & Stewart.

23 MR. NOLAN: It was printed by them, you
24 brought it in here, you chose not to --

1 MR. KENNA: Let me ask him, I'm going to
2 ask him questions about this document.

3 Q. And I think we've covered a lot of this
4 before with other, with prior or other 10-K's that were
5 submitted by First Hartford Corporation. Now, back at
6 the time of, in December of 2004 and the year 2003, who
7 were the accountants for First Hartford Corporation and
8 its subsidiaries?

9 A. In 2003 --

10 MR. NOLAN: Which question do you want
11 him to answer?

12 A. What period?

13 Q. 2004, 2003, 2004, during that period of time,
14 who were the accountants for First Hartford?

15 MR. NOLAN: Mr. Kenna, please --

16 MR. KENNA: Please, please, please --

17 MR. NOLAN: 2003 or 2004?

18 MR. KENNA: Oh, come on, come on.

19 MR. NOLAN: You said, 2003, 2004, 2003.

20 Q. Who were they in 2003, sir?

21 A. Kostin Ruffkess.

22 Q. And who were they in 2004?

23 A. Kostin Ruffkess.

24 Q. And wasn't it Kostin Ruffkess right up until

1 April of 2005 or thereabouts?

2 A. The whole entire year of 2005 it was Charron,
3 Carlin and --

4 Q. Why are you looking at that document?

5 A. I just --

6 MR. NOLAN: He can look at anything he
7 wants.

8 A. -- wanted to see, see if the certificate --
9 I'm sorry. They go by CCR, and a lot of times I just
10 forget the name, but it's Carlin, Charron,
11 C H A R R O N, & Rosen.

12 Q. What page are you looking at on Exhibit 23,
13 sir?

14 A. Page 30 of 109.

15 Q. And what are you testifying here to, are you
16 naming somebody who is --

17 A. That they are the accountant for the year
18 ended 4/30/2005.

19 Q. Who?

20 A. Carlin, Charron & Rosen.

21 Q. All right, so for a period of time in --
22 well, for 2003 it was Kostin Ruffkess or whatever --

23 A. Ruffkess.

24 Q. Yes. For 2004 --

1 MR. NOLAN: Objection --

2 Q. -- it was Kostin Ruffkess, is that right?

3 MR. NOLAN: Objection. Wait a minute --

4 Q. And they're --

5 MR. NOLAN: Wait a minute, please. Stop
6 your --

7 MR. KENNA: Hold, you can object.

8 MR. NOLAN: I just said wait a minute
9 because you keep talking so I can object and put my
10 objection on the record. Do you mean calendar year or
11 fiscal year? It's a simple question.

12 MR. KENNA: I'm asking the questions.
13 He can ask me if he's got a problem --

14 MR. NOLAN: Well, I'm going to object to
15 it and instruct him not to answer it --

16 MR. KENNA: You can object --

17 MR. NOLAN: Okay.

18 MR. KENNA: You're instructing him not
19 to answer those questions?

20 MR. NOLAN: Yes, because your question
21 is unclear.

22 MR. KENNA: Oh, you are really out of
23 bounds now, sir.

24 MR. NOLAN: Really?

1 MR. KENNA: Yes, you are.

2 MR. NOLAN: I'm suggesting that you ask
3 him --

4 MR. KENNA: Yes, you are.

5 MR. NOLAN: -- for a fiscal year or a
6 calendar year --

7 MR. KENNA: You're out of bounds, you're
8 out of bounds.

9 MR. NOLAN: Don't shake your finger at
10 me.

11 Q. I ask you to turn to Page 74 of 109 on this
12 Exhibit 23. Do you have that?

13 A. Yes.

14 (Pause).

15 Q. Now, under item thirteen on Exhibit 23,
16 certain relationships and related transactions, do you
17 see that in the middle of the page?

18 A. Yes, I do.

19 Q. There's the statement under sub A, sub A,
20 other notes payable to the Journal Publishing have been
21 reduced by \$84,000 to \$193,000 at April 30, 2005 and
22 were subsequently paid, do you see that?

23 A. Correct.

24 Q. Do you -- is it correct, sir, that at some

1 Q. Now, did -- were you as a director of the
2 corporation in June of 2005, sir, aware that a judge of
3 the Maine Superior Court had characterized First
4 Hartford Corporation's action in this piece of
5 litigation, this case, as displaying a clear lack of
6 good faith in its dealing with its shareholder in
7 violation of its duty to that shareholder?

8 A. That's what it says.

9 Q. Did -- now, when you, when the corporation
10 sends out proxy materials to its shareholders --

11 A. Correct.

12 Q. -- in anticipation of an annual meeting of
13 the shareholders, it tells its shareholders, does it
14 not, about litigation that is then ongoing between the
15 corporation and others; in particular, if there's
16 litigation ongoing between the corporation and the
17 shareholders, it tells the shareholders about that,
18 doesn't it?

19 MR. NOLAN: Are you saying as a general
20 matter that's true?

21 MR. KENNA: As a general matter.

22 MR. NOLAN: And you're not entering any
23 concept of materiality?

24 MR. KENNA: Do you have an objection,

1 Mr. Nolan --

2 MR. NOLAN: Yes, I do, I object to the
3 question. You're asking for a legal conclusion, and
4 he's not a lawyer. He's not going to answer --

5 Q. I just asked you, you know, when you, when
6 the corporation -- I don't think I really should have
7 to repeat this, but I can understand with Mr. Nolan's
8 interruption why you might have lost the train of
9 thought. What I want to know is, and you'll find right
10 in those proxy statements discussions of litigation
11 ongoing between the corporation and shareholders, is
12 that correct?

13 MR. NOLAN: Do you want to point him to
14 some particular page on some particular document?

15 MR. KENNA: Sure. I always have trouble
16 finding pages. I'm going to try to find a page on
17 Exhibit 22.

18 A. 22.

19 Q. I think I found it, page 25 of 45. Of
20 course, I could be wrong. I do need to look at 21,
21 Exhibit 21. Of course, Exhibit 22 at that page that I
22 just mentioned also mentions several litigations
23 ongoing between --

24 A. Kaplan --